1954 8

Examined

File No. Agn. Leg. 48 pt II

Legal DEPARTMENT

E BRANCH

Subject:—

Scrutiny of

Under the Land Aquisition

Act. 1894

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For the previous papers

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Std. Sectt. Slip. 21 A

(K).

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AGREEMENT. 325 of 41

An agreement made this the ~~18th day of June one thousand nine hundred and forty-eight~~ between the KARWAR EDUCATION SOCIETY a society registered under the Societies' Registration Act (XXI of 1860), and having its registered office at Karwar (hereinafter ~~so~~ called "the Society" which expression shall, unless excluded by or repugnant to the context ~~be deemed to~~ include its successors and assi-gns) of the one part, and the Governor of Bombay of the other part.

Whereas the principle objects for which the Society is established are :

(a) to spread education among the people of Karwar by means of starting, maintaining and controlling educational institutions,

(b) to make education cheap and popular by ta-ing under control the Karwar Hindu High School, in the first instance, and by startin or affiliating other educational institution as circumstances permit,

(c) to start institutions for imparting highe education. And whereas the Society has applie to the Government ~~of Bombay (hereinafter referred to as "the Government")~~ that certain land S.No.215 of Baad Village, Taluka Karwar more particularly described in the Schedule hereto annexed and hereinafter referred to as "the said land", should be acquired under the provisions of the Land Acquisition Act 1894 (I of 1894) (hereinafter referred to as "the said Act") for ~~the following purposes, namely~~ a school site including playground for Karwar High School, Karwar.

~~primarily for erecting thereon a buil-ing or buildings for the Hindu High Schoo~~

and ~~high-~~

and its appurtenances and also for providing grounds for the physical education and games activities of the school and such other ~~xxx~~ legitimate purposes for which grounds are required by a school, as far as the land acquired would permit.

And whereas the Government, having caused ~~xxxxxx~~ an inquiry to be made in conformity with the provisions of the said Act and being satis-fied as a result of such inquiry that the acquisition of the said land is needed for a school site including playground for Hindu High School, Kovur ~~the said purpose~~ has consented to the provisions of the said Act being put in force in order to acquire the said land for the Society and has pursuant to section 41 of the said Act required the Society to enter into an agreement hereinafter contained with the Government.

Now these presents witness and it is hereby agreed that the Government shall put in force the provisions of the said Act in order to acquire the said land for the Society on the following conditi-ons, namely:-

(1) The Society shall pay to the Government the entire cost, as determined by the Government, of the acquisition of the said land, including all com-pensation, damages, costs, charges and other expenses whatsoever, which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigat-ion arising out of such acquisition either in the original or Appellate Courts, and including the costs on account of any establishment and salary of any officer or officers of the Government whom the Government may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage char-ges on the total amount of compensation---

compensation awarded as prescribed in Government Resolutions, Revenue Department, No.2461/24, dated the 6th March 1925 and 24th November 1925 or any other resolutions which may be issued by the Government hereafter in supersession or modification of t said Resolutions. The monies which shall b payable by the Society under this clause shall be paid by it by the initial deposit with the Collector of Kanara (hereinafter called "the Collector") of the sum of rupe two thousand three hundred fifty seven and annas eight only (Rs.2357-8-0) within seven days after the execution of this agreement and thereafter by payment to the Collector within fourteen days after demand by the Collector in writing of such further amount or amounts as the Collector shall from time to time estimate be required for the purpose of paying or disbursing any compensation, damages, costs charges or expenses hereinbefore referred

(2) On payment of the entire cost of the acquisition of the said land, as hereinabove refer to, the whole of the said land shall, as soon as conveniently may be, be transferred to the Society at the cost in every respect of the Society so as t vest in the Society, subject to the provisions of the Bombay Land Revenue Code, 1879 (hereinafter called "the said Code"), and the rules made thereu and subject also to the provisions of this agreeme as to the terms on which the land shall be held by the Society.

(3) The said land when so transferred to and ves in the Society, shall be held by the Society as it property to be used only in furtherance of and for purposes for which it is acquired, subject.....

nevertheless to the payment of agricultural, non-agricultural or other assessment if and so far as the said land is or may from time to time be liable to such assessment under the provisions of the said Code and the rules made thereunder, and the local fund cess, as the case may be.

(4) The Society shall-

(i) not use the said land for any purpose other than that for which it is acquired;

(ii) undertake the work of construction of the building or buildings required for the said school within two years from the date on which possession of the land is handed over to the Society and complete the same within five years from the aforesaid date;

(iii) at all times, keep and maintain the said land and the building or buildings erected thereon in good order and condition to the satisfaction of the Collector;

(iv) maintain all records of the Society properly and supply to the Government punctually such returns of educational, statistical and other information as may from time to time be required by the Government;

(v) manage and conduct the said society in accordance with the rules and regulations for the time being in force of the Educational Department of the Government;

(vi) not use the said land or any building that may be erected upon it for any purpose which in the opinion of Government is objectionable.

(5) The Society shall, from time to time and at all times, permit the Government or any officer or officers authorized by the Government in that behalf, to inspect the said land and any works of the Society upon the said land whether in the course of construction or otherwise, and shall

furnish.....

furnish to the Government from time to time on demand correct statements of the monies expended by the society in the construction of the said works of the Society upon the said land.

(6) In case the said land is not used for the purposes for which it is acquired as hereinbefore recited or is used for any other purpose or in case the Society commits a breachh of any of the conditions hereof, the said land together with the buildings, if any, erected thereon, shall be liable to resumption by the Government subject however, to the condition that the amount spent by the Society for the acquisition of the said land or its value as undeveloped land at the time of resumption, whichever is less (but excluding the cost or value of any improvements made by the Society to the said land or/any of structure standing on the said land) shall be paid as compensation to the Society.

Provided that the said land and the buildings, if any, erected, thereon shall not be so resumed, unless due notice of the breach complained of has been given to the Society and the Society has failed to make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

(7) If at any time or times the whole of any part of the said land is required by the Government or for

the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity (as to which matter the Society shall accept as final the decision of the Government) the Society on being thereunto required by the Government in writing shall transfer to the Government the whole or part of the said land as the Government shall specify to be necessary for any of the aforesaid purposes, and in consideration of such transfer the Government shall pay to the Society a sum equal to the amount of the compensation awarded under the said Act and paid by the Society in respect of the land so transferrdd, including the percentage awarded under section 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, Karwar Division, whose decision in the matter shall be final as the costs of the development of the land so transferred, which shall include the value at the date of transfer of any structure standing thereon and when part of a building is on the land so transferred and part is on an adjoining land, reasonable compensation for the injurious affection of the part of the building on the adjoining land.

(8) All the costs and expenses of and incidental to the preparation and execution of these presents shall be paid by the Society.

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SCHEDULE.

District ~~Kaixxxx~~ Kanara. Taluka Karwar.

Town Karwar. Survey No;215 of Baad.

Approximate are a of the land required, 39 gunthas.

In witness whereof, R.B.G.S. Telang and R.S.N.P.Wagle pursuant to a resolution of the managing committee of the said have for and on behalf of the Karwar Education Society set their hands and the seal of the Society and the Collector of Kanara hath on behalf of the Governor of Bombay set his hand and affixed the seal hereto the day and year first above written.

Signed, sealed and delivered by

In the presence of-

1.

2.

Karwar Education Society,
Hindu High School, Karwar.

Before me.

District Deputy Collector,
Karwar Division.

Signed, sealed and delivered by

Collector of Kanara.

In the presence of--

1.

2.

DD/27/8

Legal Department. 4957

The draft Agreement as amended is in order.

2. The Revenue Department is requested to ascertain from the Society whether the testimonium clause of the draft agreement is in accordance with the By-laws of the Society.

3. The Revenue Department is also requested to ascertain from the Society whether the objects of the society as set out in the draft agreement are in accordance with the objects as specified in the constitution of the society.

SN 2/9
Solicitor to Government.

U.R.to R.D.,No., 8478 dated the 2nd September 1948.

MRP.
2/9.

Issued
2/9

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Submitted affirmation

File in Agn Lag/48

PKP

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Agn. Lag/48